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Specifications
&
Contract Documents
For

Project No. B-7710

Hayden Road Bridge
Over Interceptor Channel
and Roadway Approaches



Hoffman - Miller Engineers Inc.
1110 E. McDowell Rd.
Phoenix, Arizona

EDA 07-51-20174

A113.501

CAPITAL IMPROVEMENTS

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NOTICE INVITING PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Scottsdale, Maricopa County, State of Arizona, ordered the construction of a bridge over the Interceptor Channel on Hayden Road, including the approach roadways.

SEALED BIDS WILL BE RECEIVED until 10 A.M., Nov. 16, 1977, by the City Clerk in the Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona. At this time, the bids will be publicly opened and read aloud for furnishing all materials, equipment and labor and performing all the work necessary for the construction of a bridge over the Interceptor Channel on Hayden Road, including the approach roadways.

The City Council reserves the right, as the interest of the Owner may require, to reject any and all bids, to waive any informality in bids received, and to accept, increase or reduce the quantities of any or all items of any bid, unless the bidder qualified such bid by specific limitation, and reserves the right to reject the bid of any person who has been delinquent or unfaithful to any contract with the City of Scottsdale.

Plans, specifications and proposal forms may be obtained from the office of the Director, Capital Improvements Engineering, 3939 Civic Center Plaza, Scottsdale, Arizona, for a sum of \$25.00 Dollars. This fee is nonrefundable. For those contractors interested in purchasing plans and specs by mail, there will be an additional advance charge of \$5.00 to cover postage and handling. Therefore, a check made payable to the City of Scottsdale in the amount of \$30.00 should accompany your request.

This is a Local Public Works Program, Round II Project. The Federal Public Works Employment Act states that at least 10% of the amount of each grant shall be expended for minority business enterprises.

Pursuant to Executive Order 11246, as amended, on Equal Employment Opportunity, a prime contractor and subcontractor who signs a contract on a Federally-assisted construction project are required to take affirmative action toward equal employment opportunity.

Each bidder shall state his Arizona State Contractor's License Number and Classification as evidence that he is qualified to contract the work as indicated in the Specifications and Plans for the work to be performed.

This is a Federal-aid project. The prevailing basic hourly wage rates and fringe benefit payments as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed to perform the contract.

Each bid shall be made out on the proposal form which is attached to the Specifications; shall be accompanied by a bid bond acceptable to the City of Scottsdale for penal sum of not less than ten percent (10%) of the amount of the bid made payable to the order of the City of Scottsdale, Arizona.

Bids shall be marked:

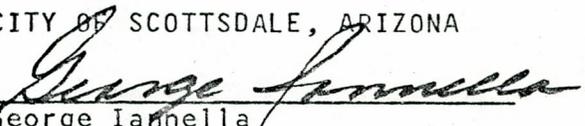
Bid of _____, contractor,
for the construction of a bridge over the Interceptor Channel on Hayden
Road, including the approach roadways.

Bids received after the time and date specified above will be returned
unopened to the bidder. A bid may be withdrawn prior to the time set for
opening of bids. No bid may be withdrawn for a period of thirty (30)
days after the date set for receipt of bids.

The Contractor is hereby notified that a pre-bid conference will be held
at the Scottsdale City Hall on Friday, November 11, 1977, at 10:00 A.M.

CITY OF SCOTTSDALE, ARIZONA

BY


George Iannella
Engineering Services Director

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 197 and Information for Bidders.

You are hereby notified that your BID has been accepted by the City Council for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 197 .

CITY OF SCOTTSDALE

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged

BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 197 .

NOTARY PUBLIC

My Commission Expires

NOTICE TO PROCEED

TO _____ DATE: _____

PROJECT: _____

You are hereby notified to commence work in accordance with the Agree-
ment dated _____, 19____, on or before _____,
19____, and you are to complete the work within _____ consecutive calendar
days thereafter.

The date of completion of all WORK is therefore _____, 19____.
Official time extensions thereto shall be considered and authorized in strict
conformance with the applicable General Conditions of the Standard Specifica-
tions.

CITY OF SCOTTSDALE

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged

By: _____

this the _____ day of _____,

19____.

by: _____

Title: _____

INFORMATION FOR BIDDERS

GENERAL

Plans, specifications, and proposal forms may be obtained from the office of the Manager of Capital Improvements Engineering, Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona, upon the payment of \$25.00 Dollars. There will be no refund for plans returned.

BONDS REQUIRED

- a) Each proposal shall be accompanied by a certified check, or bid bond, acceptable to the City, in an amount equal to at least ten (10%) percent of the total amount of the proposal, payable without condition to the City as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in manner and form required by the Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same.
- b) Bonds in the following amounts will be required at the time of executing the formal contract:
 - (1) Performance Bond - One Hundred (100%) percent of the contract price.
 - (2) Payment Bond - One Hundred (100%) percent of the contract price.

EXECUTION OF CONTRACT

The Contractor shall execute the Contract with the City of Scottsdale within ten (10) days after receiving the Notice of Award for the Contract.

START AND COMPLETION OF WORK

Work shall start within five (5) days after issuance of NOTICE TO PROCEED and shall be completed within 210 calendar days after such issuance.

MEASUREMENT AND PAYMENT

- a) Measurement and payment for all Pay Items in the "Proposal" shall be as indicated in the applicable standard specification and/or in the "Special Provisions".
- b) Measurement of the various items in the "Proposal" shall be of each item of completed work with no allowances for waste.
- c) Payment for various items in the "Proposal" will be made at the unit price bid in the "Proposal" and shall be compensation in full for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as specified, with connections, testing and related work completed. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the "Proposal."
- d) Final payment shall be made within forty (40) days after submittal of a final invoice and a Contractor's Affidavit regarding settlement of claims. The above Affidavit shall be submitted on forms provided by the City.

STANDARD DETAILS AND SPECIFICATIONS

Unless otherwise noted, construction of this Project shall be in accordance with all applicable Maricopa Assn. of Governments' Uniform Standard Specifications for Public Works Construction, latest revision, which may be obtained at the Office of the Maricopa Assn. of Governments, 1820 W. Washington, Phoenix, AZ.; Standard Details shall be City Phoenix Standard Details, latest revision, which may be obtained at the Office of the Phoenix City Engineer, 251 W. Washington, Phoenix, Arizona.

SUBMITTING BIDS

No bid will be considered unless it is made upon the "Proposal" forms contained in and submitted with the Project Specification. No book of specifications shall be disassembled.

INTERPRETATION OF QUOTED PRICES

In case of a difference in written words and figures in a Proposal, the amount stated in written words shall govern.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain five (5) sets of Plans and Specifications for this project from the Office of the Manager of Capital Improvements Engineering at no cost. Additional sets will be furnished at cost.

CONTRACTOR'S INSURANCE COVERAGE

- A. The contractor shall furnish satisfactory proof of coverage of insurance, and shall submit to the Engineer a Certificate of Insurance acceptable to the City. Neither the contractor nor any subcontractor shall commence work under this contract until the City has received and approved the insurance as shown on the Certificate of Insurance.
 - a. Compensation Insurance: The Contractor shall secure and maintain during the life of the contract, Workmens Compensation Insurance for all of his employees at the site of the project, and in case of any of the work is sublet, the Contractor shall require each subcontractor similarly to provide Workmens Compensation Insurance for his employees unless such employees engaged are covered by the Contractor. In the event any class of employees engaged in the work under this contract at the site of the project is not protected by Workmens Compensation Statute, the Contractor shall provide and similarly shall cause each subcontractor to provide special insurance for the protection of such employees not otherwise protected.
 - b. Public Liability and Property Damage Insurance: The Contractor shall take out, and maintain during the life of this Contract, such public liability and property damage insurance, both general and automobile liability, as shall protect him, any subcontractor performing work under this contract and the City of Scottsdale from all claims for bodily injury, including accidental death, as well as for all claims for property damage arising from operations under this contract - whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor agrees to include the City of Scottsdale as an additional insured in all of the insurance policies required under this contract.

The minimum limits required are:

Workmen's Compensation Insurance shall be secured and maintained in accordance with the Workmen's Compensation Law of Arizona.

Contractors Protective Liability Insurance shall be secured and maintained in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

Contractual Liability Insurance shall be secured and maintained insuring the contractual agreement in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

Automobile Bodily Injury and Property Damage Liability Insurance shall be secured and maintained in the amount of not less than \$500,000 each occurrence.

The general contractor subletting any part of the work awarded to him shall provide a contingent liability policy in the same amount as provided for his public liability insurance.

c. Policy shall Include Coverage For:

1. Damage caused by blasting
2. Damage caused by collapse or structural injury
3. Damage to underground utilities

Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.

All owned, hired or non-owned automotive equipment used in connection with the insured operation.

d. When the project includes construction of a new, or modification of an existing building (in addition to the above types):

Fire and Extended Coverage plus Vandalism and Malicious Mischief for the Full Amount of the Contract, with the City of Scottsdale named as an additional insured.

e. It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the City of Scottsdale. It is further agreed that these policies shall not expire until all work has been completed and the project has been accepted by the City of Scottsdale. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the City of Scottsdale not less than five days prior to expiration date.)

f. The Contractor hereby agrees to and shall indemnify, defend and save harmless the City of Scottsdale and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, of on account of any act or omission by the contractor or his agents, or from any

claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

PERMITS

Permits shall be obtained from the City of Scottsdale at no cost to the Contractor.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

As this is a Federally-assisted project, it is subject to Executive Order 11246 pertaining to Equal Employment Opportunity, prevailing wage rates established by the U.S. Department of Labor and the 10% Minority Business Enterprise requirements.

GENERAL CONDITIONS OF CONTRACT

The Contractor is hereby advised there exist two sets of GENERAL CONDITIONS for this project as follows:

1. General Conditions, dated April 1976, U.S. Department of Commerce, Economic Development Administration.
2. General Conditions of the City of Scottsdale for Project No. B-7710.

If a conflict exists between these General Conditions, the most restrictive conditions will apply.

START OF CONSTRUCTION

The Economic Development Administration of the U.S. Department of Commerce have established that construction of this project must start not later than December 5, 1977. Failure to start construction by this date may jeopardize the Federal financing for this project.

TIME ALLOWANCE FOR UTILITY RELOCATION

The Contractor is hereby informed that Mountain Bell Telephone Co. will require 30 calendar days for the relocation of their facilities from the area of the bridge construction.

The Contractor will initially construct the detour around the bridge site and then allow 30 calendar days before his work can be initiated on the bridge itself. The 30 calendar days are included within the time allocated for the construction of this project.

CONSTRUCTION FUNDS

The Contractor is hereby informed that available EDA funds for this project may not be sufficient to cover all construction costs. At the option of the City of Scottsdale, various bid items in the proposal may be deleted from the contract.

BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For all Non-Exempt Federal and Federally-Assisted Construction Contracts to be Awarded in the Area of Jurisdiction of the Tucson and Phoenix Building and Construction Trades Council.

NOTICE

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH EITHER PART I OR PART II, AS APPLICABLE, OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT AND ALL OTHER CONSTRUCTION WORK (BOTH FEDERAL AND NON-FEDERAL) IN THE TUCSON-PHOENIX AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION IN EITHER PART I OR PART II, AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

September 1, 1976

PART I:

The provisions of this Part I apply to contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the Tucson-Phoenix Area Construction Program (hereinafter the Arizona Plan) for equal opportunity and have jointly made a commitment to specific goals of minority utilization. The Arizona Plan is a tripartite voluntary agreement between the Tucson and Phoenix Building and Construction Trades Council, general and specialty contractors associations, and representatives of the minority community.

The Arizona Plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

Any contractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. A Contractor may therefore be in compliance with Part I of these Bid Conditions by its participation with the labor organization which represent its employees in the Arizona Plan as to one trade provided there is set forth in the Arizona Plan a specific commitment by both the contractor and the labor organization to a goal of minority utilization for that trade. Contractors using trades which are not covered by Part I (See Part II, Section A) must comply with the commitments contained in Part II including goals for minority utilization set forth in Part II.

If a contractor does not comply with the requirements of these Bid Conditions, it shall be subject to the provisions of Part II.

PART II: . A. Coverage.

The provisions of this Part II shall be applicable to those contractors who:

1. Are not or hereafter cease to be signatories to the Arizona Plan incorporated by reference in Part I hereof;
2. Are signatories to the Arizona Plan but are not parties to collective bargaining agreements;
3. Are signatories to the Arizona Plan but are parties to collective bargaining agreements with labor organizations which are not or hereafter cease to be signatories to the Arizona Plan;
4. Are signatories to the Arizona Plan and are parties to collective bargaining agreements with labor organizations but the two have not jointly executed a specific commitment to goals for minority utilization and incorporated the commitment in the Arizona Plan; or
5. Are participating in an affirmative action plan which is no longer acceptable to the Director, CFCCP, including the Arizona Plan.
6. Are signatories to the Arizona Plan but are parties to collective bargaining agreements with labor organizations which together have failed to make a good faith effort to comply with their obligations under the Arizona Plan and, as a result, have been placed under Part II of the Bid Conditions

by the Office of Federal Contract Compliance Programs.

B. Requirement -- An Affirmative Action Plan.

Contractors described in paragraphs 1 through 6 above shall be subject to the provisions and requirements of Part II of these Bid Conditions including the goals and timetables for minority^{1/} utilization, and specific affirmative action steps set forth in Sections B.1 and 2 of this Part II. The contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

1. Goals and Timetables.

The goals of minority utilization required of the contractor are applicable to each trade used by the contractor in the Arizona Plan area and which is not otherwise bound by the provisions of Part I. For all such trades the following goals and timetables shall be applicable.

Goals for
Minority
Utilization

From 12/1/75 to 11/30/76 25.0% - 30.0%
From 12/1/76 to 11/30/77 25.0% - 30.0% ^{2/}

The goals of minority utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate work force, which includes all supervisory personnel, in each trade on all projects (both Federal and non-Federal) in the Arizona Plan area during the performance of its contract (i.e., the period beginning with the first day of work on the Federal or federally assisted construction contract and ending with the last day of work).

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority employees or trainees from contractor to contractor or from project-to-project for the purpose of meeting the contractor's goals shall be a violation of Part II of these Bid Conditions.

^{1/} "Minority" is defined as including Blacks, Spanish Sur-named Americans, Orientals and American Indians, and includes both minority men and minority women..

^{2/} In the event that any work which is subject to these Bid Conditions is performed in a year later than the latest year for which goals of minority utilization have been established, the goals for the last year of the Bid Conditions will be applicable to such work.

If the contractor counts the nonworking hours of trainees and apprentices in meeting the contractor's goals, such trainees and apprentices must be employed by the contractor during the training period; the contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability of employment opportunities; and the trainees must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training for "Federal Purposes" or approved as supplementing the Arizona Plan.

2. Specific Affirmative Action Steps.

No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority utilization in its aggregate work force in the Arizona Plan area. A contractor subject to Part I which fails to comply with its obligations under the Equal Opportunity clause of its contract (including failure to meet its fair share obligation if provided in the Arizona Plan) or subject to Part II which fails to achieve its commitments to the goals for minority utilization has the burden of proving that it has engaged in an affirmative action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

(a) The contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.

(b) The contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons therefor. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and the reasons therefor.

(c) The contractor should have promptly notified the contracting or administering agency and the Office of Federal Contract Compliance Programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.

(d) The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.

(e) The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.

(f) The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.

(g) The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.

(h) The contractor where reasonable should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

(i) The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

(j) The contractor should have made certain that all facilities were not segregated by race.

(k) The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

(l) The contractor should have solicited bids for subcontracts from available minority subcontracts engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

Note: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

3. Subsequent Signatory to the Arizona Plan

Contractors that are subject to the requirements of Part II at the time of the submission of their bids which, together with labor organizations with which they have collective bargaining agreements, subsequently become signatory to the Arizona Plan, either individually or through an association, will be deemed bound to their commitments to the Arizona Plan from that time until and unless they once again become subject to the requirements of Part II pursuant to Section A.1-6.

4. Non-discrimination.

In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

PART III: Compliance and Enforcement.

In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. Therefore, contractors who are governed by the provisions of either Part I or Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

A. Contractors Subject to Part I.

1. A contractor covered by Part I of these Bid Conditions shall be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part I, provided the contractor together with the labor organization or organizations with which it has a collective bargaining agreement meet the goals for minority utilization to which they committed themselves in the Arizona Plan, or can demonstrate that every good faith effort has been made to meet the goal. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the Office of Federal Contract Compliance Programs determines that the contractor has violated a substantial requirement in the Arizona Plan or Executive Order 11246, as amended, and its implementing regulations, including the failure of such contractor to make a good faith effort to meet its fair share obligation if provided in the Arizona Plan or has engaged in unlawful discrimination. Such violations shall be deemed to be noncompliance with the Equal Opportunity clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided for in Executive Order 11246, as amended.

2. The OFCCP shall review Part I contractors' employment practices during the performance of the contract. Further, OFCCP shall be solely responsible for any final determination that the Arizona Plan is no longer an acceptable affirmative action program and the consequences thereof. The OFCCP may, upon review and notice to the contractor and any affected labor organization, determine that the Arizona Plan no longer represents effective affirmative action. In that event it shall be solely responsible for any final determination of that question and the consequences thereof.

3. Where OFCCP finds that a contractor has failed to comply with the requirements of the Arizona Plan and its obligation under Part I of these Bid Conditions, it shall take such action and/or impose such sanctions as may be appropriate under the Executive Order and its regulations. When the OFCCP proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions. The failure of the contractor to comply with its obligations under the Equal Opportunity clause

shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The contractor must also provide evidence of its steps toward the attainment of its trade's goals within the timetables set forth in the Arizona Plan. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of basic principles of Federal procurement law.

B. Contractors Subject to Part II.

In regard to Part II of these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these Bid Conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these Bid Conditions, the agency shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The pendency of such proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the basic principles of Federal procurement law.

C. Obligations Applicable to Contractors Subject to Either Part I or Part II.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

1. Contractors are responsible for informing their subcontractors in writing, regardless of tier, as to their respective obligations under Parts I and II hereof, as applicable. Whenever a contractor sub-contracts a portion of the work in any trade covered by these Bid Conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Assistant Regional Administrator of the Office of Federal Contract Compliance Programs of the Department of Labor and to the contracting or administering agency of any refusal or failure of any subcontractor to fulfill its obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a contractor debarred from, or who is determined not to be a "responsible" bidder for Government contracts and federally-assisted construction contracts pursuant to the Executive Order.

3. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

4. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11246, as amended, and the Equal Opportunity clause of its contract with respect to matters not covered in the Arizona Plan or in Part II of these Bid Conditions.

5. The procedures set forth in these Bid Conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance Programs within thirty days.

6. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance Programs, U. S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

7. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Office of Federal Contract Compliance Programs.

PROJECT No. B-7710

GENERAL CONDITIONS

APRIL 1976



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration

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GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications and Addenda, hereinafter enumerated in paragraph 1 of the Supplemental General Conditions, shall form part of the contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

The following terms as used in these General Conditions are respectively defined as follows:

- a. "Contractor": A person, firm or corporation with whom this Contract is made by the Owner. (The Owner is referred to by EDA, in other documents, as the Grantee/Borrower).
- b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
- d. "Apprentice": (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- e. "Trainee": A person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

3. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer, in writing, of any deviations at the time he furnishes such drawings.

5. MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. CONTRACTOR'S TITLE TO MATERIAL

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for users intended.

8. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, tradenames, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

9. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. SURVEYS, PERMITS AND REGULATIONS See Scottsdale General Conditions

~~Unless otherwise expressly provided for in this contract, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.~~ The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to satisfaction of the Architect/Engineer and the Owner.

12. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. PROTECTION OF WORK AND PROPERTY—EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in paragraph 17 of the General Conditions.

14. INSPECTION

The authorized representatives and agents of the Economic Development Administration shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer.

17. CHANGES IN WORK See MAG 104.2 and 104.3

~~No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:~~

- ~~a. Unit bid prices previously approved.~~
- ~~b. An agreed lump sum.~~
- ~~c. The actual cost of:
 - ~~(1) Labor, including foremen;~~
 - ~~(2) Materials entering permanently into the work;~~
 - ~~(3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;~~
 - ~~(4) Power and consumable supplies for the operation of power equipment;~~
 - ~~(5) Insurance;~~
 - ~~(6) Social Security and old age and unemployment contributions.~~~~

~~To the cost under 17c, there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.~~

18. EXTRAS

Without invalidating the contract, the Owner may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in the order.

19. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article; Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the General Conditions.

22. CLAIMS FOR EXTRA COSTS

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and, when requested by the Owner, give the Owner access to accounts relating thereto.

23. RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violations or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in

accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. PAYMENT TO CONTRACTOR See MAG Specifications, Section 109

~~Not later than the -- day of each calendar month, the Owner shall make a Progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract.~~ To insure proper performance of the contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the contract.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation under this contract or the Performance and Payment Bond.

27. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractors interest therein.

28. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved:

- a. Compensation Insurance. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In acase any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in ~~paragraph 3 of the Supplemental-General-Conditions.~~ See Scottsdale Contract Documents
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall ~~either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in paragraph 3 of the Supplemental-General-Conditions specified in subparagraph b hereof, or (2) insure the activities of his subcontractors in his policy, specified in subparagraph b hereof.~~
- d. Scope of Insurance and Special Hazards. The insurance required under subparagraphs b and c hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in paragraph 3 of the Supplemental General Conditions.
- e. Builder's Risk Insurance (Fire and Extended Coverage). The Contractor shall procure and shall maintain during the life of this contract Builder's Risk Insurance (Fire and Extended Coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and subcontractors (as their interests may appear) shall be named as the Insured.
- f. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a payment bond in an amount equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Performance bond and the Payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by the Economic Development Administration.

30. ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

31. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

32. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractors or any subcontractor shall suffer loss of damage on work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. SEPARATE CONTRACTS

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. SUBCONTRACTING

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. ARCHITECT/ENGINEER AUTHORITY

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plan or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. STATED ALLOWANCES

The Contractor shall include in his proposal ^{any cash} ~~the cash allowances stated in paragraph 2 of the Supplemental General Conditions~~ as provided in Contract Document. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the contract Specifications covering this work.

37. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- a. To take every precaution against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- e. Before final payment to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- f. To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, the Owner shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. CONFLICTING CONDITIONS OMIT

~~Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.~~

42. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

43. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

45. MINIMUM WAGES

All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv).

Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

The Owner shall require whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contract is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Owner, shall be referred to the Secretary of Labor for determination.

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract; provided, however, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

The Contractor agrees to comply with Executive Order 11588, issued March 29, 1971, and any other Executive Order, statute, or regulation regarding the stabilization of wages and prices in the construction industry.

46. WITHHOLDING OF PAYMENTS

The Economic Development Administration may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Economic Development Administration may, after written notice to the contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

47. PAYROLLS AND BASIC RECORDS

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

The Contractor will submit weekly a copy of all payrolls to the Economic Development Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to the Economic Development Administration. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5 (a) (1) (iv) shall satisfy this requirement. The Prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The Contractor will make the records required under the labor standards clause of the contract available for inspection by authorized representatives of the Economic Development Administration and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

48. APPRENTICES AND TRAINEES

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employees listed on a payroll at an apprentice wage rate, who is not a trainee as defined in section 2e or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Owner written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and where the subparagraph below is applicable, in accordance with the provisions of Part 5a, Subtitle A, Title 29, Code of Federal Regulations.

On contracts in excess of \$10,000, the employment of all laborers and mechanics, including apprentices and trainees, as defined in Section 2 shall also be subject to the provisions of Part 5a, Subtitle A, Title 29, Code of Federal Regulations. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a.

The provisions of Sections 45, 46, and 48 shall be applicable to every invitation for bids, and to every negotiation, request for proposals, or request for quotations, for an assisted construction contract, issued after January 30, 1972, and to every such contract entered into on the basis of such invitation or negotiation. Part 5a.3, Subtitle A, Title 29, Code of Federal Regulations shall constitute the conditions of each assisted contract in excess of \$10,000, and each Owner concerned shall include these conditions or provide for their inclusion, in each such contract. Parts 5a.4, 5a.5, 5a.6, and 5a.7 shall also be included in each such contract for the information of the Contractor.

49. COPELAND "ANTI-KICKBACK" PROVISIONS

These provisions of this section, 29 CFR Part 3, prescribe "Anti-Kickback" regulations under section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c), popularly known as the Copeland Act.

Each Contractor or subcontractor shall furnish each week a Statement of Compliance, Form ED-162, to accompany the weekly submission of payroll forms.

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided in 72 Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a fraudulent document or statement of entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both).

The requirements of this section shall not apply to any contract of \$2,000 or less.

Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- a. Any deduction made in compliance with the requirements of Federal, State, or local law such as Federal or State withholding income taxes and Federal social security taxes.
- b. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such a manner as to give him complete freedom of disposition of the advanced funds.
- c. Any deduction of amounts required by court process to be paid to another unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- d. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representative of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents. Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- e. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- f. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- g. Any deduction voluntarily authorized by the employee for making of contributions to governmental or quasi-governmental agencies.
- h. Any deduction voluntarily authorized by the employee for making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

- i. Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of its employees provided for such deductions and the deductions are not otherwise prohibited by law.
- j. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under S516.25(a) of this title shall be kept.

50. SUBCONTRACTORS

The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the Economic Development Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

51. CONTRACT TERMINATION

A breach of sections 44 through 50 may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

52. OVERTIME REQUIREMENTS and MAG 107.1 (B)

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

In the event of any violation of the clause set forth in the subsection above, the Contractor and any subcontractor responsible therefor, shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in the above subsection in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection above.

The Economic Development Administration may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above.

The Contractor shall insert in all subcontracts the clause set forth in the above subsections of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

53. EQUAL EMPLOYMENT OPPORTUNITY

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public Law 92-65.

Form EDA-503. The Recipient and all Contractors, subcontractors, suppliers, lessees and other parties directly participating in the Recipient's project agree that during and in connection with the associated agreement relating to the Federally assisted program, (i) they will comply, to the extent applicable, as Contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the grounds of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations, (ii) they will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (iii) their non-compliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient whereby said agreements may be cancelled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

Executive Order 11246, 30 Fed. Reg. 12319 (1965) (Equal Opportunity Clause). During the performance of this contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notice to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Each Contractor and subcontractor of Federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO-1 on Standard Form 100) annually on March 31. Forms and instructions are available at the EEO Regional Office.

- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed (and remedies involved) as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- i. Exemptions to Above Equal Opportunity Clause (41 CFR Chap. 60):
 - (1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance, shall govern in determining the applicability of this exemption.
 - (2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
 - (3) Contracts and subcontracts not exceeding \$100,000 for standard commercial supplies or raw materials are exempt.

54. OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

55. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- a. Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in completing the contract requirements;
- b. Secures consent of the Surety;
- c. Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction; or
- d. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

56. SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

57. EMPLOYMENT OF LOCAL LABOR

The maximum feasible employment of local labor shall be made in the construction of public works and development facility projects receiving direct Federal grants. Accordingly, every Contractor and subcontractor undertaking to work on any such project which is or reasonably may be done as on-site work, shall employ, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is to be located, or in the case of Economic Development Centers, qualified persons who regularly reside in the center or in the adjacent or nearby redevelopment areas within the Economic Development District, except:

- a. To the extent that qualified persons regularly residing in the designated area or Economic Development District are not available;
- b. For the reasonable needs of any such Contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the contract;
- c. For the obligation of any such Contractor or subcontractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that in no event shall the number of non-resident persons employed under this subparagraph exceed twenty percent of the total number of employees employed by such Contractor and his subcontractors on such project;

Every such Contractor and subcontractor shall furnish the United States Employment Service Office in the area in which a public works or development facility project is located with a list of all positions for which it may from time to time require laborers, mechanics, and other employees, the estimated numbers of employees required in each classification, and the estimated dates on which such employees will be required;

The Contractor shall give full consideration to all qualified job applicants referred by the local employment service but is not required to employ any job applicants referred whom the Contractor does not consider qualified to perform the classification of work required;

The payrolls maintained by the Contractor shall contain the following information: The employee's full name, address, and social security number and a notation indicating whether the employee does, or does not, normally reside in the area in which the project is located, or in the case of an Economic Development Center, in such center or in an adjacent or nearby redevelopment area within the Economic Development District as well as an indication of the ethnic background of each worker.

The Contractor shall include the provisions of this condition in every subcontract for work which is, or reasonably may be, done as on-site work.

58. SIGNS

The contractor shall supply and erect a project sign (Exhibit X) according to the specifications set forth in the following and hereinafter known as General Condition Number 58. The contractor shall be responsible for maintaining the project sign during construction of the project. Other authorities include: Requirements for Approved Projects and/or Volume 65 of the Public Works Manual of Procedures.

EDA SITE SIGNS SPECIFICATIONS

Size: 4' x 8' x 1 7/8"

Material: Face 1/4" Tempered masonite or equal. Frame 1 3/8" x 3 3/8" fir-dressed four (4) sides

Assembly: 1 3/8" x 3 3/8" fir frame to fit 4' x 8' x 1 7/8" panel with two (2) center braces

Paint: Face—3 coats outdoor enamel (sprayed) Rear—1 coat outdoor enamel (sprayed)

Lettering: Silk screen enamels where possible, or hand painted enamels

Colors: Red, white, and blue. Specifically, white background; "new jobs for your community" in red; EDA logo and "In partnership with the U.S. Department of Commerce, Economic Development Administration," blue.

(See Exhibit X)

59. NATIONAL HISTORIC PRESERVATION ACT OF 1966

The contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. (Reference: National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971.)

60. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased, or supervised (c) by the contractor and the subcontractors (d) for the construction, supply and service contracts entered into by the contractor;
- b. that any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- c. that in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be cancelled, terminated or suspended in whole or in part;
- d. that it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- e. that it will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA list of Violating Facilities;

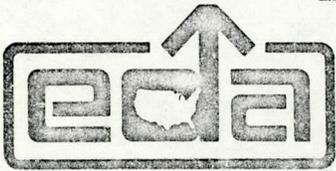
- f. that it will include the provisions of paragraphs a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- g. that in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, Part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Government, as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

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NEW! JOBS

21

for your community



In partnership with the
U.S. DEPARTMENT OF COMMERCE • Economic Development Administration

EXHIBIT X

ADDENDUM ONE
TO
GENERAL CONDITIONS

The following additions should be made to the General Conditions, dated April 1976.

Add New Paragraph 61 to Read:

61. 10 PERCENT MINORITY BUSINESS UTILIZATION COMMITMENT

The contractor agrees to expend at least 10 percent of the contract, if awarded, for bona fide minority business enterprises. For purposes of this paragraph the term "minority business enterprise" means a business at least 50 percent of which is owned by minority group members or, in case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For purposes of the preceding sentence "minority group members" are citizens of the United States who are Negroes, Spanish-speaking, Orientals, Indians, Eskimos, and Aleuts.

No partial or complete waiver of the foregoing requirement shall be granted by the Owner and approved by the Economic Development Administration other than in exceptional circumstances. To justify a waiver it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform sub-contracts or furnish supplies beyond those already specified in the contract bid) are unavailable in the market area of the project to enable meeting the 10 percent minority business enterprise goal.

If it appears that less than 10 percent of the contract funds (or whatever lower percentage has been authorized by waiver) will be expended to such enterprises, this contract will be suspended or terminated unless (a) the expenditure shortfall is not the fault of the contractor or (b) the contractor satisfactorily demonstrates it will make up for the shortfall during the balance of the contract period. Any waivers hereunder are subject to the approval of the Economic Development Administration.

The contractor further agrees to cooperate with the Owner in furnishing the Economic Development Administration with reports on minority business enterprise utilization after award and at 40 percent completion of the project.

Failure to comply with the terms of this Paragraph or to use (as may be modified by waiver) minority business enterprises as stated in the contractor's assurance constitutes breach of this contract.

Add New Paragraph 62 to Read:

62. EMPLOYMENT OF ILLEGAL ALIENS

During the performance of this contract the contractor agrees not to employ on such project any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation, or expulsion of aliens.

The contractor will include the provisions of the preceding paragraph in every subcontract so that such provisions will be binding upon each subcontractor.

Add New Paragraph 63 to Read:

63. UTILIZATION OF UNITED STATES PRODUCTS

The contractor agrees to use and cause to be used in such project by all his subcontractors, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, and supplies mined, produced, or manufactured, as the case may be, in the United States. EDA may determine that for specific projects this requirement does not apply.

Add New Paragraph 64 to Read:

64. EMPLOYMENT OF VETERANS

The contractor agrees to provide certification that special consideration, consonant with existing applicable collective bargaining agreements and practices, shall be given to the employment on the project of qualified disabled veterans as defined in 38 USC 2011(1), and to qualified Vietnam-era veterans, as defined in 38 USC 2011(2)(A).

SUPPLEMENTAL GENERAL CONDITIONS FOR LOCAL
PUBLIC WORKS ROUND II PROJECTS

Following is Addendum One dated 4 August 1977 which forms a part of this contract, as set forth in Section I of the General Conditions, "Contract and Contract Documents".

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration

SUPERSEDEAS DECISION

31056

STATE: Arizona COUNTY: Statewide
 DECISION NUMBER: AZ77-5058 DATE: Date of Publication
 Supersedes Decision No. AZ76-5109 dated November 26, 1976, in 41 FR 52189.
 DESCRIPTION OF WORK: Building Construction (does not include single family homes and garden type apartments up to and including 4 stories), heavy and highway construction.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appt. Tr.
ASBESTOS WORKERS	\$ 11.04	.50	\$ 1.10		.02
BOILERMAKERS	13.175	.775	1.00	.50	.02
BRICKLAYERS: (Phoenix Area) Bricklayers; Manhole Builders; Stonemasons:					
Zone A (0-25 miles from the City Hall in Phoenix; Flagstaff and Yuma)	10.05	.65	.90		.06
Zone B (25-40 miles from the City Hall in Phoenix; and Williams AFB)	10.55	.65	.90		.06
Zone C (40-70 miles from the City Hall in Phoenix)	11.56	.65	.90		.06
Zone D (70-100 miles from City Hall in Phoenix)	12.06	.65	.90		.06
Zone E (100-200 miles from the City Hall in Phoenix)	12.56	.65	.90		.06
Zone F (200 miles and over from the City Hall in Phoenix)	13.07	.65	.90		.06
BRICKLAYERS: (Tucson Area) Bricklayers; Stonemasons:					
Zone A (0-15 miles from Tucson City limits)	10.42	.80	.80		.06
Zone B (Over 15 miles to 30 miles from Tucson City limits)	10.79	.80	.80		.06
Zone C (Over 30 miles to 40 miles from Tucson City limits)	11.17	.80	.80		.06
Zone D (Over 40 miles from Tucson City limits)	11.92	.80	.80		.06
Manhole Builders:					
Zone A (0-15 miles from Tucson City limits)	10.67	.80	.80		.06
Zone B (Over 15 miles to 30 miles from Tucson City limits)	11.04	.80	.80		.06
Zone C (Over 30 miles to 40 miles from Tucson City limits)	11.41	.80	.80		.06

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
BRICKLAYERS: (Tucson Area) (Cont'd) Manhole Builders: (Cont'd) Zone D (Over 40 miles from Tucson City limits)	\$ 12.17	.80	.80		.06
CARPENTERS: (Central and Southern Areas): Carpenters; Drywall Applicators; Saw Filers; Shingler	9.785	.845	.955		.05
Floorlayers (finish); Pile-drivers	10.07	.845	.955		.05
Millwrights (Northern Area) Carpenters; Drywall Applicators; Saw Filers; Shingler	10.20	.845	.955		.05
Floorlayers (finish); Pile-drivers	11.66	.845	.955		.05
Millwrights	11.945	.845	.955		.05
12.075	.845	.955		.05	
CEMENT MASONS: (Apache, Coconino, Gila, Mohave, Navajo, Yavapai, Yuma and the Northern portions of Graham, Greenlee, Maricopa and Pinal Counties) (Central and Southern Areas) Cement Masons	9.51	.95	1.00		.05
Concrete troweling machine; Sawing and scoring machine; Curb and gutter machine	9.67	.95	1.00		.05
(Northern Area) Cement Masons	11.385	.95	1.00		.05
Concrete troweling machine; Sawing and scoring machine; Curb and gutter machine	11.545	.95	1.00		.05
(Cochise, Pima, Santa Cruz and the southern portions of Graham, Greenlee, Maricopa and Pinal Counties) (Central and Southern Areas) Cement Masons	10.22	.85	.85		.05
Concrete troweling machine; Sawing and scoring machine; Curo and gutter machine	10.385	.85	.85		.05

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
DRYWALL: (From Court House in Phoenix, Mesa, including Luke and Williams Air Force Bases) Tapers: Zone A (0-40 miles)	\$ 9.71	.59	.50		.07
Zone B (41-60 miles)	10.71	.59	.50		.07
Zone C (61 miles and over)	11.96	.59	.50		.07
Texture Sprayers: Zone A (0-40 miles)	9.81	.59	.50		.07
Zone B (41-60 miles)	10.81	.59	.50		.07
Zone C (61 miles and over)	12.06	.59	.50		.07
ELECTRICIANS: (Flagstaff Area) Zone A (in the City of Flagstaff, that area lying in a square extending 20 miles North-South, East and West of the Post Office) (Williams, Winslow and Sedona covering a square extending 5 miles North-South, East and West of the Post Office in each town)					
Electricians	12.64	.96	1 1/2		1/2 1/2
Cable Splicers	12.84	.96	1 1/2		1/2 1/2
Zone B (All territorial jurisdiction allotted outside of Zone A) Electricians	14.94	.96	1 1/2		1/2 1/2
Cable Splicers	15.14	.96	1 1/2		1/2 1/2
ELECTRICIANS: (Gallup Area-Northern Apache County) Electricians	12.60	.60	1 1/2		1/2 1/2
Cable Splicers	13.65	.60	1 1/2		1/2 1/2
ELECTRICIANS: (Globe-Miami Area) Zone A (The area within 16 road miles beginning where the Southern Pacific Railroad intersects Highway 60-70 at Kaiser Crossing) Electricians	13.09	6%	9%		1/2 1/2
Cable Splicers	13.34	6%	9%		1/2 1/2

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ELECTRICIANS: (Globe-Miami Area)					
(Cont'd)					
Zone B (16-28 miles)					
Electricians	\$ 13.79	6%	9%		1/2%
Cable Splicers	14.04	6%	9%		1/2%
Zone C (28-46 miles)					
Electricians	14.39	6%	9%		1/2%
Cable Splicers	14.64	6%	9%		1/2%
Zone D (46 miles and over)					
Electricians	15.09	6%	9%		1/2%
Cable Splicers	15.34	6%	9%		1/2%
ELECTRICIANS: (Phoenix)					
Zone A (Beginning at the north-east corner, a line extending southward on Bush Highway to McKellips Road; a line extending east on McKellips Road to a point one mile east of the intersection of State Highway 88 and U. S. 60 and 70 near Apache Junction; Southward to Baseline Road; west on Baseline Road to the intersection of Baseline Road and Ellsworth Road; South on Ellsworth Road to Hunt Highway; west on Hunt Highway to Powers Road; a line extending south on Powers Road five miles, then extending straight west to a point five miles west of Interstate 10, then northwest on a line parallel with Interstate 10 to intersect with Pecos Road, west on Pecos Road to intersect with Cotton Lane, North on Cotton Lane to Beloit Road. West on Beloit Road to Airport Road. North on Airport Road in a straight line to intersect Waddell Road. East on Waddell Road to intersect with Cotton Lane, North on Cotton Lane to Deer Valley Drive and east on Deer Valley Drive to intersect with Bush Highway including Luke and Williams Air Force Bases.)					

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ELECTRICIANS: (Cont'd)					
Electricians	\$ 12.04	.96	1%+.70		1/2%
Cable Splicers	12.64	.96	1%+.70		1/2%
Zone B (Area outside of Zone A and bounded by a line formed by measuring sixteen (16) road miles from the outer boundaries of an area enclosed by the following boundaries: Power Road on the east, from Hunt Highway on the south to one mile south of Pinnacle Peak Road on the north; One mile south Pinnacle Peak Road to Cotton Lane on the west; Cotton Lane to Pecos Road on the south. Pecos Road to Price Road and from Price Road to Hunt Highway on the south. Hunt Highway to Powers Road on the east)					
Electricians	14.15	.96	1%+.70		1/2%
Cable Splicers	14.85	.96	1%+.70		1/2%
Zone C (outside edge of Zone B and extended to the outside limits of the union's jurisdiction)					
Electricians	15.23	.96	1%+.70		1/2%
Cable Splicers	15.99	.96	1%+.70		1/2%
ELECTRICIANS: (Kingman)					
Zone A (The area within the 16th road mile from the City Hall)					
Electricians	12.04	.96	1%+.70		1/2%
Cable Splicers	12.64	.96	1%+.70		1/2%
Zone B (from the 16th road mile and extend up to and including the 32nd road mile)					
Electricians	14.15	.69	1%+.70		1/2%
Cable Splicers	14.85	.69	1%+.70		1/2%

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ELECTRICIANS: (Kingman) (Cont'd)					
Zone C (From the 32nd road mile and extend up to the outside limits of the union's jurisdiction)					
Electricians	\$ 15.23	.96	1 $\frac{1}{2}$ +.70		1/2 $\frac{1}{2}$
Cable Splicers	15.99	.96	1 $\frac{1}{2}$ +.70		1/2 $\frac{1}{2}$
ELECTRICIANS: (Prescott)					
Zone A (The area within 20 road miles from the City Hall)					
Electricians	12.04	.96	1 $\frac{1}{2}$ +.70		1/2 $\frac{1}{2}$
Cable Splicers	12.64	.96	1 $\frac{1}{2}$ +.70		1/2 $\frac{1}{2}$
Zone B (From the 20th road mile and extend up to and including the 32nd road mile)					
Electricians	14.15	.96	1 $\frac{1}{2}$ +.70		1/2 $\frac{1}{2}$
Cable Splicers	14.85	.96	1 $\frac{1}{2}$ +.70		1/2 $\frac{1}{2}$
Zone C (From the 32nd road mile and extend to the outside limits of the union's jurisdiction)					
Electricians	15.23	.96	1 $\frac{1}{2}$ +.70		1/2 $\frac{1}{2}$
Cable Splicers	15.99	.96	1 $\frac{1}{2}$ +.70		1/2 $\frac{1}{2}$
ELECTRICIANS: (Tucson Area)					
Zone A (Area within 16 road miles from the City Hall in Tucson and Douglas. Nogales and Sierra Vista shall be limited to 16 road miles from the center of the respective towns)					
Electricians	13.09	6 $\frac{1}{2}$	9 $\frac{1}{2}$		1/2 $\frac{1}{2}$
Cable Splicers	13.34	6 $\frac{1}{2}$	9 $\frac{1}{2}$		1/2 $\frac{1}{2}$
Zone B (Area from the outer limits of the 16 mile radius and extend up to and including 12 road miles)					
Electricians	13.79	6 $\frac{1}{2}$	9 $\frac{1}{2}$		1/2 $\frac{1}{2}$
Cable Splicers	14.04	6 $\frac{1}{2}$	9 $\frac{1}{2}$		1/2 $\frac{1}{2}$

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ELECTRICIANS: (Tucson Area) (Cont'd)					
Zone C (Area from 12 road miles up to and including 30 road miles)					
Electricians	\$ 14.39	5 $\frac{1}{2}$	8 $\frac{1}{2}$		1/2 $\frac{1}{2}$
Cable Splicers	14.64	5 $\frac{1}{2}$	8 $\frac{1}{2}$		1/2 $\frac{1}{2}$
Zone D (Area from 30 road miles and extend to the outside limits of the union's jurisdiction)					
Electricians	15.09	5 $\frac{1}{2}$	8 $\frac{1}{2}$		1/2 $\frac{1}{2}$
Cable Splicers	15.34	5 $\frac{1}{2}$	8 $\frac{1}{2}$		1/2 $\frac{1}{2}$
ELECTRICIANS: (Yuma Area)					
Zone A (Yuma North of Colorado River, East of County Avenue SE, South to County 16th Street, and West to County Avenue E; Cities of Somerton and Parker)					
Electricians	11.88	.45	7 $\frac{1}{2}$		1 $\frac{1}{2}$
Cable Splicers	12.13	.45	7 $\frac{1}{2}$		1 $\frac{1}{2}$
Zone B (1-16 miles from Zone A)					
Electricians	12.58	.45	7 $\frac{1}{2}$		1 $\frac{1}{2}$
Cable Splicers	12.83	.45	7 $\frac{1}{2}$		1 $\frac{1}{2}$
Zone C (16-42 miles from Zone A)					
Electricians	13.18	.45	7 $\frac{1}{2}$		1 $\frac{1}{2}$
Cable Splicers	13.43	.45	7 $\frac{1}{2}$		1 $\frac{1}{2}$
Zone D (42 miles from Zone A and out)					
Electricians	13.80	.45	7 $\frac{1}{2}$		1 $\frac{1}{2}$
Cable Splicers	14.13	.45	7 $\frac{1}{2}$		1 $\frac{1}{2}$
ELEVATOR CONSTRUCTORS	11.55	.495	.32	3 $\frac{1}{2}$ +a	.02
ELEVATOR CONSTRUCTORS' HELPERS	70%JR	.495	.32	3 $\frac{1}{2}$ +a	.02
ELEVATOR CONSTRUCTORS' HELPERS (PROB.)	50%JR				
GLAZIERS	9.42	.70	.30		.01
IRONWORKERS:					
Central and Southern Areas					
	10.94	1.14	1.86		.08
Northern Area					
	12.94	1.14	1.86		.08
LATHERS: (Tucson Area)					
Zone A (0-30 miles from Tucson)					
	9.28	.35	.40		
Zone B (30-40 miles from Tucson)					
	9.78	.35	.40		
Zone C (40-50 miles from Tucson)					
	10.03	.35	.40		
Zone D (Area outside Zone C)					
	10.78	.35	.40		

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS: (Flagstaff Area)					
Zone A (From Flagstaff Court House to 20 miles)					
Brush; Soft Floor Layers	\$ 9.73	.70	.60	.50	.20
Brush, steel and bridge	10.23	.70	.60	.50	.20
Spray	10.18	.70	.60	.50	.20
Spray, steel and bridge	10.73	.70	.60	.50	.20
Zone B (20-35 miles from Court House in Flagstaff)					
Brush; Soft Floor Layers	10.48	.70	.60	.50	.20
Brush, steel and bridge	10.98	.70	.60	.50	.20
Spray	10.93	.70	.60	.50	.20
Spray, steel and bridge	11.48	.70	.60	.50	.20
Zone C (35-80 miles from Court House in Flagstaff)					
Brush; Soft Floor Layers	11.48	.70	.60	.50	.20
Brush, steel and bridge	11.98	.70	.60	.50	.20
Spray	11.93	.70	.60	.50	.20
Spray, steel and bridge	12.48	.70	.60	.50	.20
Zone D (80 miles and over from Court House in Flagstaff)					
Brush; Soft Floor Layers	11.73	.70	.60	.50	.20
Brush, steel and bridge	12.23	.70	.60	.50	.20
Spray	12.18	.70	.60	.50	.20
Spray, steel and bridge	12.73	.70	.60	.50	.20
PAINTERS: (Phoenix Area)					
Zone A (0-40 miles from Court House in Phoenix, Mesa and including Luke and Williams Air Force Bases):					
Brush	9.69	.59	.38		.05
Spray	9.94	.59	.38		.05
Steel and bridge, brush	10.04	.59	.38		.05
Steel and bridge, spray	10.24	.59	.38		.05
Zone B (41-60 miles from Court House in Phoenix)					
Brush	10.69	.59	.38		.05
Spray	10.94	.59	.38		.05
Steel and bridge, brush	11.04	.59	.38		.05
Steel and bridge, spray	11.24	.59	.38		.05

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS: (Phoenix Area) (Cont'd)					
Zone C (60 miles and over from Court House in Phoenix)					
Brush	\$ 11.69	.59	.38		.05
Spray	11.94	.59	.38		.05
Steel and bridge, brush	12.04	.59	.38		.05
Steel and bridge, spray	12.24	.59	.38		.05
PAINTERS: (Tucson and Yuma Areas)					
Zone A (0-30 miles from Stone and Congress in Tucson and from the County Courthouse in Yuma)					
Brush	8.78	.67	.35		.04
Spray	9.28	.67	.35		.04
Steel and bridge, brush	9.78	.67	.35		.04
Steel and bridge, spray	10.28	.67	.35		.04
Zone B (31-40 miles from Stone and Congress in Tucson and from the County Courthouse in Yuma)					
Brush	9.53	.67	.35		.04
Spray	10.03	.67	.35		.04
Steel and bridge, brush	10.53	.67	.35		.04
Steel and bridge, spray	11.03	.67	.35		.04
Zone C (41-50 miles from Stone and Congress in Tucson and from the County Courthouse in Yuma)					
Brush	10.03	.67	.35		.04
Spray	10.53	.67	.35		.04
Steel and bridge, brush	11.03	.67	.35		.04
Steel and bridge, spray	11.53	.67	.35		.04
Zone D (51 miles and over from Stone and Congress in Tucson and from the County Courthouse in Yuma)					
Brush	10.78	.67	.35		.04
Spray	11.28	.67	.35		.04
Steel and bridge, brush	11.78	.67	.35		.04
Steel and bridge, spray	12.28	.67	.35		.04

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PLASTERERS: (Phoenix Area)					
Zone A (0-35 miles from Phoenix)	\$ 9.045	.60	.85		.035
Zone B (35-60 miles from Phoenix)	9.795	.60	.85		.035
Zone C (60 miles and over from Phoenix)	10.67	.60	.85		.035
PLASTERERS: (Tucson Area)					
Zone A (0-30 miles from Tucson)	8.57	.35	.60		
Zone B (30-40 miles from Tucson)	9.07	.35	.60		
Zone C (40-50 miles from Tucson)	9.32	.35	.60		
Zone D (50 miles and over from Tucson)	10.07	.35	.60		
PLASTERERS' TENDERS:					
Central and Southern Areas	9.16	.85	.85		.10
PLUMBERS; Steamfitters:					
FREE ZONE 0-15 miles					
The "Free Zone" (Zone I) shall be 15 road miles from the stated base points in Flagstaff, Yuma, Tucson and Douglas. The "Free Zone" from Phoenix shall be 15 miles radius from the stated base point. In addition, all areas within the city limits of Phoenix, Chandler, Scottsdale, Tempe, Glendale, Mesa, Kingman, Havasu City, Prescott, Winslow and Holbrook will be included as Free Zones. Any work contracted for outside of these Zones will be determined from the Phoenix and Tucson basing points.					
Zone I (0-15 miles)	11.14	.75	1.35		.10
Zone II (15-30 miles)	11.49	.75	1.35		.10
Zone III (30-40 miles)	11.91	.75	1.35		.10
Zone IV (40 miles and over)	13.21	.75	1.35		.10

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ROOFERS: (Tucson Area)					
Asbestos; Shinglers; Tile and Waterproofing:					
Zone A (0-44 miles from Tucson)	\$ 8.97	.845	.20		.02
Zone B (Over 44 miles from Tucson)	10.72	.845	.20		.02
ROOFERS: (Phoenix Area)					
Roofers and Waterproofers	9.66	.845	.20		.02
SHEET METAL WORKERS:					
Zones Bases - from the Administration Building or City Hall in Flagstaff, Kingman, Phoenix, Prescott and Yuma):					
Zone I (0-25 miles)	10.43	38+.70	1.10		.07
Zone II (25-50 miles)	11.08	38+.70	1.10		.07
Zone III (50 miles and over)	12.93	38+.70	1.10		.07
SHEET METAL WORKERS:					
Zones Bases - from the Administration Building or City Hall in Douglas and Tucson:					
Zone A (0-22 miles)	9.99	38+.94	1.91		.04
Zone B (22-45 miles)	10.94	38+.94	1.91		.04
Zone C (Over 45 miles)	12.49	38+.94	1.91		.04
SOFT FLOOR LAYERS: (Phoenix Area)					
Zone A (0-40 miles from Court House in Phoenix and Flagstaff including Luke and Williams Air Force Bases)	8.81	.49	.12		.12
Zone B (41-60 miles from Court House in Phoenix and Flagstaff)	9.81	.49	.12		.12
Zone C (61 miles and over from Court House in Phoenix and Flagstaff)	10.81	.49	.12		.12
SOFT FLOOR LAYERS: (Tucson Area)	9.25	.38			
SPRINKLER FITTERS	12.29	.65	.95		.08
TERRAZZO WORKERS; Tile Setters; Marble Mason: (Tucson Area)	9.42	.70	.75		

NOTICES

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
LINE CONSTRUCTION:					
Zone I (Phoenix and Tucson 30 mile radius from center of town):					
Groundmen	8.79	8%	8%		1/2%
Equipment Operators; Powdermen; Mechanics	10.15	8%	8%		1/2%
Linemen; Technicians; Crane Operators; Linemen Welder	11.45	8%	8%		1/2%
Cable Splicers	11.82	8%	8%		1/2%
Zone I-A (Douglas, Flagstaff, Globe, Kingman, Prescott and Yuma 10 mile radius from center of town):					
Groundmen	9.55	8%	8%		1/2%
Equipment Operators; Powdermen; Mechanics	10.85	8%	8%		1/2%
Linemen; Technicians; Crane Operators; Linemen Welder	12.20	8%	8%		1/2%
Cable Splicers	12.64	8%	8%		1/2%
Zone II (Other Areas):					
Groundmen	10.26	8%	8%		1/2%
Equipment Operators; Powdermen; Mechanics	11.57	8%	8%		1/2%
Linemen; Technicians; Crane Operators; Linemen Welder	12.93	8%	8%		1/2%
Cable Splicers	13.31	8%	8%		1/2%
FOOTNOTE:					
a. Employer contributes 4% of basic hourly rate for 5 years' service and 2% basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Six Paid Holidays: A through F.					
PAID HOLIDAYS:					
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.					

	Basic Hourly Rates	Basic Hourly Rates	Fringe Benefits Payments			
			H & W	Pensions	Vacation	Education and/or Appr. Tr.
LABORERS						
Group 1:						
Group 2:	8.14	9.765	.85	.85		.10
Group 3:	8.28	9.905	.85	.85		.10
Group 4:	8.39	10.015	.85	.85		.10
Group 5:	8.56	10.185	.85	.85		.10
Group 6:	8.935	10.56	.85	.85		.10
Group 7:	9.565	11.19	.85	.85		.10
LABORERS						
(Tunnel and Shaft Work)						
Group 1:	8.255	9.88	.85	.85		.10
Group 2:	8.42	10.045	.85	.85		.10
Group 3:	8.55	10.175	.85	.85		.10
Group 4:	8.91	10.535	.85	.85		.10
Group 5:	9.085	10.71	.85	.85		.10
Group 5A:	9.335	10.96	.85	.85		.10
POWER EQUIPMENT OPERATORS						
(Except Piledriving and Steel Erection)						
Group 1:	8.60	10.225	.95	.90		.06
Group 2:	8.97	10.595	.95	.90		.06
Group 3:	9.43	11.055	.95	.90		.06
Group 4:	9.96	11.585	.95	.90		.06
Group 5:	10.49	12.115	.95	.90		.06
Group 5A:	10.80	12.425	.95	.90		.06
Group 6:	11.13	12.755	.95	.90		.06
Group 7:	11.73	13.355	.95	.90		.06
TRUCK DRIVERS						
Group 1:	8.19	9.815	.85	.85		.06
Group 2:	8.32	9.945	.85	.85		.06
Group 3:	8.54	10.165	.85	.85		.06
Group 4:	8.89	10.515	.85	.85		.06
Group 5:	9.05	10.675	.85	.85		.06
Group 5A:	9.23	10.855	.85	.85		.06
Group 6:	9.37	10.995	.85	.85		.06
Group 6:	9.78	11.405	.85	.85		.06
Group 7:	10.295	11.92	.85	.85		.06
Group 8:	10.95	12.575	.85	.85		.06
Group 8A:	10.64	11.265	.85	.85		.06
Group 8B:			.85	.85		.06
Group 8C:	8.75	10.375	.85	.85		.06

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LABORERS

- Group 1: All Helpers not herein separately classified; Cesspool Diggers and installers; Chat Box Man; Checker, tool dispatcher; Concrete dump manbelt, pipe and/or hoseman; Dumpman and/or spotter; Fence builder, guard rail builder highway; Form strippers; Labor, general or construction; Landscape gardener and nurseryman; Packing rod steel and pans; Rip rap stoneman; Astro turf layer; Cleanup, Bull gang; Trackman-railroad
- Group 2: Cement finisher tender; Concrete curer (impervious membrane); Cutting torch operator; Fine grader (highway, engineering and sewer work only); Kettleman - Tarman; Power type concrete buggy
- Group 3: Bander; Chucktender (except tunnel); Creosote tieman; Guinea chaser; Powderman helper; Rip-rap stone paver; Sandblaster (pot tender); Spiker and wrenchers
- Group 4: Cement dumpers (Skip-type mixer or handling bulk cement); Chain saw machines (on clearing and grubbing); Concrete vibrating machines; Cribber and shorer (except tunnel); Floor sanders concrete; Hydraulic jacks, and similar mechanical tools not separately classified herein; Operators and tenders of pneumatic and electric tools; Pipe caulker and/or backup man (pipeline); Pipe wrapper; Pneumatic gopher; Rigger/Signalman (pipeline)
- Group 5: Air and water wash-out nozzleleman; Asphalt rakers and ironers; Driller; Grade setter (pipeline); Hand guided trencher and similar operated equipment; Jackhammer and/or pavement breakers; Pipelayers (including but not limited to non-metallic, transite and plastic pipe, water pipe, sewer pipe, drain pipe, underground tile and conduit); Rock slinger; Scaler (using Bos'ns chairs or safety belt); Tampers (mechanical - all types); Precast manhole erector
- Group 6: Concrete Cutting Torch; Concrete saw (hand guided); Driller, (core, diamond, wagon or air track); Drill doctor and/or air tool repairman; Gunman and mixerman (gunite); Sandblaster (nozzleleman)
- Group 7: Concrete Road Form Setter; Gunite nozzleleman or rodman; Drillers, Joy Mustang, PR 143, 220 Gardner-Denver, Hydrasonic; Powderman; Scaler (drillers); Welders and/or pipelayers installing process piping; Form setter and/or builder

LABORERS

(Tunnel and Shaft Workers)

- Group 1: Bull Gang, muckers, trackman; Dumpmen; Concrete crew (includes rodders and spreaders); Grout crew; Swamper (brake-man and switchmen on tunnel work); Change house man
- Group 2: Nipper; Chucktender, Cabletender, Vibratorman, Jackhammer, Pneumatic tools (except driller)
- Group 3: Grout Gunman
- Group 4: Timberman, Retimberman - wood or steel blaster, driller powderman; Cherry pickerman; Powderman - primer house; Steel form raiser and setter; Kemper and other pneumatic concrete placer operator; Miner - finisher; Miners - Tunnel (hand or machine)
- Group 5: Diamond Drill
- Group 5A: Shaft and Raise Miner Welder

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POWER EQUIPMENT OPERATORS
(Except Piledriving and Steel Erection)

Group 1: Air compressor operator; Field equipment servicemen helper; Heavy duty repair helper; Heavy duty welder helper; Oilier; Pump operator

Group 2: Conveyor operator; Generator operator - portable; Power grizzly operator; Self-propelled chip spreading machine - conveyor operator; Watch fireman; Welding machine operator - gasoline and diesel power

Group 3: Concrete mixer operator - skip type; Dinky operator - (under 20 tons wt.); Driver-moto paver, Slurry seal machine, and similar type equipment; Motor crane driver; Power sweeper operator - self-propelled; Ross carrier or fork lift operator; Skip loader operator - all types with rated capacity 1-1/2 cu. yds. or less; Wheel type tractor operator (Ford, Ferguson, or similar type) with attachments such as fresno, push blade, post hole auger, mower, etc., excluding compacting equipment

Group 4: A-Frame boom truck or winch truck operator; Asphalt plant firemen; Elevator hoist operator (including Tuskey hoist or similar types); Grade checker (excluding civil engineer); Multiple power concrete saw operator; Pavement breaker, mechanical compactor operator, power propelled; Roller operator - all types - except as otherwise classified; Screed operator; Self-propelled chip spreading machine operator (including Slurry seal machine operator) Stationary pipewrapping and cleaning machine operator; Tugger operator

Group 5: Aggregate plant operator (including crushing, screening and sand plants, etc.); Asphalt plant mixer operator; Beltcrete machine; Boring machine operator; Concrete mechanical tamping, spreading or finishing machine (incl. Clary, Johnson, or similar types); Concrete pump operator; Concrete batch plant operator, all types and sizes; Conductor, brakeman, or handler; Drilling machine, including water wells; Elevating grader operator - all types and sizes (except as otherwise classified); Field equipment serviceman; Highline cableway signalman; Kolman belt loader operator or similar, w/belt width 48" or over; Locomotive engineer (incl. Dinky-20 tons wt. and over); Moto-paver and similar type equipment operator; Operating engineer rigger; Pneumatic-tired scraper operator (Turnapull, Euclid, Cat, D-W, Hancock and similar equipment) up to and including 12 cu. yds.; Power jumbo form setter operator; Pressure grout machine operator (as used in heavy engineering construction); Road Oil mixing machine operator; Roller operator-on all types asphalt pavement; Self-propelled compactor, with blade; Skip loader operator-all types with rated capacity over 1-1/2 but less than 4 cu. yds.; Slip form operator (power driven lifting device for concrete forms); Soil cement road mixing machine operator - single pass type; Stationary Central generating plant operator-rated 300 k.w. or more; Surface heater and planer operator; Traveling pipewrapping machine operator

Group 5-A: Heavy duty mechanic and/or welder; Pneumatic tired scraper, all sizes and types over 12 cu. yds. up to and incl. 45 cu. yds. MRC (Turnapull, Euclid, Cat, D-W, Hancock and similar equipment); Tractor operator (Pusher,

POWER EQUIPMENT OPERATORS (Cont'd)
(Except Piledriving and Steel Erection)

Bulldozer, Scraper) up to 400 net horsepower rating; Trenching machine operator

Group 6: Auto-Grade Machine (CMI and similar equipment); Boring machine operator (including Mole, Badger and similar type); Concrete mixer operator-paving type, and mobile mixer; Concrete pump operator with boom attachment (Truck mounted); Crane operator-crawler and pneumatic type, under 100 ton capacity MRC; Crawler type tractor operator - with boom attachment; Derrick operator; Forklift operator for hoisting personnel; Grade-all operator; Helicopter hoist; Highline cableway operator (less than 20 tons rated capacity); Mass excavator operator (150 Bucyrus Erie and similar types); Mechanical hoist operator (two or more drums); Motor grade operator - any type power blade; Motor grade operator with elevating grader attachment; Mucking machine operator; Overhead crane operator; Pile-driver engineer (portable, stationary or skid rig); Pneumatic-tired scraper operator - all sizes and types (Turnapull, Euclid, Cat, D-W, Hancock & similar equipment over 45 cu. yds., MRC); Power driven ditch lining or ditch trimming machine operator; Skip loader operator - all types with rated capacity 4 cu. yds., but less than 8 cu. yds.; Slip form paving machine operator (including Gunnert, Zimmerman & similar types); Specialized power digger operator- attached to wheel-type tractor; Tower crane (or similar type) operator; Tractor operator (Pusher, Bulldozer, Scraper (400 net horsepower and over; Tugger operator (two or more); Universal equipment operator-Shovel, Backhoe, Dragline, Clamshell, etc., up to 8 cu. yds.

Group 7: Crane operator - pneumatic or crawler (100 ton hoisting capacity and over MRC rating); Helicopter pilot - FAA qualified when used in construction work; Highline cableway operator, over 20 ton rated capacity and using traveling head and tail tower; Remote control earth moving equipment operator; Skip loader operator - all types with rated capacity of 8 cu. yds. or more; Universal equipment - Shovel, backhoe, dragline, clamshell, etc., 8 cu. yds. and over

TRUCK DRIVERS

Group 1: Teamsters; Pickups; Station Wagons; Manhaul driver

Group 2: Dump or flatrack (2 or 3 axle); Water truck (under 2500 gals.); Buggymobile (1 c. y. or less); Tireman; Bus drivers, ambulance driver, self-propelled street sweeper; Warehouseman

Group 3: Dump or flatrack (4 axle); Dumptor or dumpster (less than 7 c. y.); Water truck (2500 gals. but less than 4000 gals.)

Group 4: Dumptor or dumpster (7 c. y. but less than 16 c. y.); Dump or flatrack (5 axle); Water truck (4000 gals. and over); Slurry type equipment or leverman; Flakerty spreader or similar type equipment or leverman; Transit mix (8 c. y. or less)

Group 5: Dump or flatrack (6 axle); Transit mix (over 8 c. y. but less than 10.5 c. y.); Rock truck (i.e. Dart, Euclid and other similar type end dumps, single unit, less than 16 c. y.)

Group 5A: Oil tanker or spreader and/or bootman, retortman or leverman

Group 6: Transit mix (over 10.5 c. y. but less than 14 c. y.); Ross Carrier fork lift or lift truck; Hydro lift, Swedish Crane Iowa 300 and similar types; Concrete pump (when integral part of transit mix truck); Dump or flatrack (7 axle)

Group 7: Dump or Flatrack (8 axles)

Group 8: Off-Highway Equipment driver including but not limited to: 2 or 4 wheel power unit, i.e., Cat D7 Series, Euclid, International and similar type equipment, transporting material when top loaded or by external means including pulling water tanks, fuel tanks or other applications under Teamster Classifications; Rock trucks (Dart, Euclid, or other similar end dump types) 16 c. y. and over; Ejectalls; Dumptor or dumpster (16 c. y. and over); Dump or flatrack (9 axles)

Group 8A: Heavy duty mechanic/welder; Body and fender man

Group 8B: Field Equipment serviceman or fuel truck driver

Group 8C: Heavy duty mechanic/welder helper

DECISION NO. AZ77-5058 - Mod. #1
 (42 FR 31056 - June 17, 1977)
 Statewide, Arizona

← regular

Change:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Bricklayers (Tucson Area):					
Bricklayers, Stonemasons:					
Zone A	\$ 10.82	.90	.85		.06
Zone B	11.19	.90	.85		.06
Zone C	11.56	.90	.85		.06
Zone D	12.32	.90	.85		.06
Manhole Builders:					
Zone A	11.07	.90	.85		.06
Zone B	11.44	.90	.85		.06
Zone C	11.81	.90	.85		.06
Zone D	12.57	.90	.85		.06
Electricians (Phoenix, Kingman and Prescott Areas)					
Zone A	12.24	.96	3%+.78		3/4%
Zone B	14.38	.96	3%+.78		3/4%
Zone C	15.48	.96	3%+.78		3/4%
Electricians (Tucson Area)					
Zone A					
Electricians	13.09	6%	3%+8%		1/2%
Cable Splicers	13.34	6%	3%+8%		1/2%
Zone B					
Electricians	13.79	6%	3%+8%		1/2%
Cable Splicers	14.04	6%	3%+8%		1/2%
Zone C					
Electricians	14.39	6%	3%+8%		1/2%
Cable Splicers	14.64	6%	3%+8%		1/2%
Zone D					
Electricians	15.09	6%	3%+8%		1/2%
Cable Splicers	15.34	6%	3%+8%		1/2%
Line Construction:					
Zone I (Phoenix and Tucson 30 mile radius from center of town)					
Groundmen	9.67	8%	3%+7%		1/2%
Equipment Operators; Powdermen; Mechanics	11.17	8%	3%+7%		1/2%
Linemen; Technicians; Crane Operators; Linemen Welder	12.50	8%	3%+7%		1/2%
Cable Splicers	13.00	8%	3%+7%		1/2%

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DECISION NO. AZ77-5058 - Mod. #3
 (42 FR 31056 - June 17, 1977)
 Statewide, Arizona

Change:

Ironworkers:
 Central and Southern Areas
 Northern Area
Plumbers; Steamfitters:
 Zone I
 Zone II
 Zone III
 Zone IV
Sheet Metal Workers:
 (Zone Bases - from the
 Administration Building or
 City Hall in Flagstaff,
 Kingman, Phoenix, Prescott
 and Yuma)
 Zone I
 Zone II
 Zone III
 (Zone Bases - from the
 Administration Building or
 City Hall in Douglas and
 Tucson)
 Zone A
 Zone B
 Zone C
Terrazzo Workers; Tile
 Setters; Marble Masons
 (Tucson Area)

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.48	\$1.24	\$2.22		.08
13.48	1.24	2.22		.08
11.74	.75	1.35		.10
12.09	.75	1.35		.10
12.51	.75	1.35		.10
13.81	.75	1.35		.10
10.48	38+.75	1.20		.10
11.13	38+.75	1.20		.10
12.90	38+.75	1.20		.10
9.90	38+1.04	1.91		.04
10.85	38+1.04	1.91		.04
12.40	38+1.04	1.91		.04
9.27	.90	.85		

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DECISION NO. A277-5058 - Mod. #4
 (42 FR 31056 - June 17, 1977)
 Statewide, Arizona

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Change:					
Asbestos Workers	\$11.94	.50	\$1.20		.02
Bricklayers; Stonemasons (Phoenix Area):					
Zone A	10.65	.65	.90		.09
Zone B	11.50	.65	.90		.09
Zone C	12.04	.65	.90		.09
Zone D	12.57	.65	.90		.09
Zone E	12.99	.65	.90		.09
Zone F	13.85	.65	.90		.09
Drywall Tapers (Phoenix, Mesa, Luke and Williams Air Force Bases):					
Zone A	10.21	.59	.50		.07
Zone B	11.21	.59	.50		.07
Zone C	12.46	.59	.50		.07
Electricians (Yuma Area):					
Zone A					
Electricians	11.88	5.25%	37+8.35%		17
Cable Splicers	12.13	5.25%	37+8.35%		17
Zone B					
Electricians	12.58	5.25%	37+8.35%		17
Cable Splicers	12.83	5.25%	37+8.35%		17
Zone C					
Electricians	13.18	5.25%	37+8.35%		17
Cable Splicers	13.43	5.25%	37+8.35%		17
Zone D					
Electricians	13.88	5.25%	37+8.35%		17
Cable Splicers	14.13	5.25%	37+8.35%		17

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NOTICES

GENERAL CONDITIONS

1. SCOPE

The work covered by these specifications consists of furnishing all plant, labor, equipment, materials for construction of a bridge over the Interceptor Channel on Hayden Road, including the approach roadways, as shown in the "Plans" for the City of Scottsdale, Arizona,

in accordance with the "STANDARD SPECIFICATIONS & DETAILS," "THE GENERAL CONDITIONS" and the "SPECIAL PROVISIONS." The drawings which show the details of the work specified herein are designated as the "PLANS". The General Conditions shall consist of these General Conditions of the City of Scottsdale and the General Conditions of April 1976, of the U.S. Department of Commerce, Economic Development Administration.

In the event of any conflict between the "GENERAL CONDITIONS AND SPECIAL PROVISIONS" and the requirements of the "STANDARD SPECIFICATIONS AND DETAILS" or "PLANS," these "GENERAL CONDITIONS AND SPECIAL PROVISIONS" shall prevail.

2. STANDARD SPECIFICATIONS AND DETAILS

Construction of this project and all work done under this Contract shall be in accordance with these specifications and all applicable UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION sponsored and distributed by Maricopa Association of Governments (MAG) and STANDARD DETAILS called for on the plans including the latest approved revisions and City of Scottsdale supplements thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "STANDARD SPECIFICATIONS." In all cases where accepted Standards (AWWA, ANSI, AASHO, ADOT/AHD, ASTM, etc.) are referred to in the "STANDARD SPECIFICATIONS," the latest revisions as of bid advertisement shall prevail. Copies of the STANDARD SPECIFICATIONS and supplements may be obtained at the MAG Office at 1820 West Washington, Phoenix, Arizona, for a charge of ten dollars (\$10.00) and one dollar (\$1.00) respectively. The Scottsdale supplement may be obtained at the City of Scottsdale Private Development Eng. Dept. The GENERAL CONDITIONS and SPECIAL PROVISIONS of these specifications provide for the supplementation, modification and/or amendments to the STANDARD SPECIFICATIONS.

3. DEFINITIONS

Definitions shall be as stated in Section 101.2 of the "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," Maricopa Association of Governments, with the following additions:

Design Engineer: Hoffman-Miller Engineers, Inc.

Owner: City of Scottsdale

4. CONSTRUCTION PRACTICE

All construction practices and procedures shall conform to Section 107 of the Contract Works Hours and Safety Standards Act, (86 Stat. 96; 40 USC 327) the latest revisions shall prevail.

5. TRAFFIC CONTROL

- A) Complete street closures will not be permitted.
- B) Adequate barricades and lighted warning signs will be installed and maintained by the Contractor throughout the duration of the project. All traffic shall be channelized around all construction in accordance with the City of Phoenix Traffic Control Manual.
- C) The Manager of Capital Improvements Engineering shall stipulate the traffic restrictions and/or minimum requirements throughout the construction period.
- D) The Contractor shall submit a construction schedule and traffic supplement for "Street Barricading and Channelization" to the Manager of Capital Improvements Engineering for approval and/or modification before construction is initiated.

6. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify, defend and save harmless the City and its officers, agents, or representatives from all suits, actions, loss, damage, expense, costs, or claims of any character or any nature brought on account of any injuries or damages sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement or on account of any act or omission by the Contractor or his agents or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

7. INSPECTION

- A) Inspectors may be stationed on the work to report to the Manager of Capital Improvements Engineering as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.
- B) In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Manager of Capital Improvements Engineering. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

- C) Inspection or supervision by the Manager of Capital Improvements Engineering shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility to the Contractor's foreman and superintendent.

8. HINDRANCES AND DELAYS

No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of any portion of the work embraced in this contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time, allowed for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor will give the Engineer immediate notice in writing of the cause of such delay.

9. LIQUIDATED DAMAGES AND EXTENSION OF COMPLETION TIME

M.A.G. Specification 108.9 and 108.7 shall apply.

10. LOSSES AND DAMAGES

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the Manager of Capital Improvements Engineering. Estimate of partial payment on work so completed shall not release the Contractor from such responsibility, but he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

12. CLEANUP

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site of the work. Cleanup shall include the removal of all excess pointing mortar materials within pipes.

13. FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Manager of Capital Improvements Engineering. The Manager of Capital Improvements Engineering or his authorized representative shall make the final acceptance promptly after all work under the contract has been completed in accordance with the contract documents and after final inspection.

14. RIGHTS OF WAY

The Contractor, at his own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes which are required in addition to existing easements and/or rights of way.

15. INTERPRETATION OF GENERAL CONDITIONS

Wherever in the General Conditions that the City is referred to it shall be understood that the City referred to is the City of Scottsdale.

16. DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations." This is not a pay item.

17. EXISTING UTILITIES TO BE RELOCATED

If any utility is relocated or rebuilt for the convenience of the contractor, the expense shall be born by the contractor.

18. DAMAGED DOMESTIC WATER LINES

Any water lines damaged during construction shall be replaced at the Contractor's expense as per the requirements of the M.A.G. Specifications.

19. DAMAGED SEWER LINES

Any sanitary sewer lines damaged during construction shall be replaced by a contractor properly licensed to install sanitary sewers. All work shall be done as per standard M.A.G. Specifications.

20. EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

The Contractor shall maintain existing traffic and street signs during construction. If signs conflict with proposed construction, relocation shall be coordinated with the City of Scottsdale Traffic Engineering at no expense to the contractor.

21. DOMESTIC WATER FACILITIES

The City of Scottsdale owns and operates the water system involved. The Contractor shall comply with all requirements of the Water Company regarding adjustments of existing facilities if necessary. It is the responsibility of the Contractor to notify the Water Department of any adjustments necessary.

PROJECT NO.

22. DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor.

23. EQUAL EMPLOYMENT OPPORTUNITY (See Affirmative Action Requirements for this Project)

During the performance of this contract the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

24. PAYROLL RECORDS

a) Payrolls and basic payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

b) The Contractor and each subcontractor shall furnish the City, within seven days after the regular payment date of the weekly payroll period, a statement with respect to wages paid to each of the contractor's employees. The copy shall be accompanied by a statement indicating that the payrolls are correct and complete. The definition of "employee" shall not apply to persons in classifications higher than that of laborers or mechanics and those who are the immediate supervisors of such employees.

25. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

26. CHANGES IN THE WORK

The Manager of Capital Improvements Engineering may at any time, as the need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within three (3) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

27. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved
- b) An agreed lump sum.

An agreed lump sum price will be determined by issuance of a bulletin requesting a cost estimate for additional or deleted work for the project. The contractor hereby agrees to execute and return the bulletin to the Owner 7 working days after the date of the bulletin. Non-compliance will result in the establishment of the "lump sum" cost solely by the Owner.

28. CONSTRUCTION STAKES

Survey stakes and marks required for the completion of the construction shown on the plans and described in these specifications will be furnished by the Owner at no expense to the contractor.

Construction stakes will be set one time only at no cost to the contractor. The Contractor shall be held responsible for the preservation of all stakes and marks, and if, in the opinion of the Engineer, any of the survey stakes or marks have been carelessly or willfully destroyed or disturbed, the cost to the Owner for replacing them shall be charged to the Contractor and shall be deducted from the payment for the work.

29. TESTING OF MATERIALS

All tests shall be made and results certified by an independent laboratory approved by the Manager of Capital Improvements Engineering. The Contractor shall pay for all tests required to certify the suitability of materials. The City of Scottsdale will arrange and pay for required construction tests on a one time basis. Additional tests or retests required as a result of initial test rejections or failures, will be paid for by the Contractor.

Rejected materials shall be immediately removed from the site and shall not be used in any form for any other part of the work.

30. METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS

Measurements and payment for all bid items in the "PROPOSAL FORM" shall be as described in the STANDARD SPECIFICATIONS, subject to the following:

- a) Payment for each item shall constitute payment in full for the furnishing of all excavation, back filling, materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete finished, and serviceable project, as shown by the Plans and described in these Specifications. Each item shall be complete with all necessary connections, testing, and related work accomplished to provide for the satisfactory use and/or operation of the item.
- b) No additional payments will be made for incidental work related to any items unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.
- c) Measurement of the completed work will be made in place, with no allowance for waste, and as may be more particularly described in the description of the various items of work.

31. APPROVED EQUALS AND ADDITIONAL ENGINEERING COSTS

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved equal(s)." Such references shall be regarded as establishing a standard of equality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved equal will be permitted, subject to the following procedure:

- 1) No consideration will be given a request for substitution prior to award of contract.
- 2) After award and to permit consideration and approval without delaying the work, the Contractor shall submit a written request for substitution to the Manager of Capital Improvements Engineering. The request shall include all information necessary for proof of equality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the

substitution. The Contractor shall submit additional information and/or samples when required.

- 3) The Manager of Capital Improvements Engineering, or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons.
- 4) The Manager of Capital Improvements Engineering will then make the final decision and notify the Contractor in writing as to the acceptability of the proposed substitution.
- 5) In the event the Contractor, his suppliers or subcontractors provide equipment or materials different than that called for in the plans or specifications which result in additional engineering design, calculations or plan modifications, the cost of such work shall be paid for by the Contractor.

SPECIAL PROVISIONS & CONSTRUCTION DETAILS

1.0 UTILITIES

The Contractor shall expose or otherwise make positive verification of the location of all utilities crossing the site of the bridge and the proposed flood channel. If any utility service is interrupted as a result of accidental breakage, the contractor shall promptly notify the proper authority and in addition, the Manager of Capital Improvements Engineering or his authorized representative; and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority. Sanitary sewer service must be maintained at all times; alternate methods of maintaining continuous service shall be approved by the Manager of Capital Improvements Engineering prior to the start of construction.

2.0 SPECIAL BACKFILL

2.1 Special Backfill is required in the areas behind the bridge abutments as indicated in the plans. Special backfill shall be constructed in accordance with ADOT Standard Specifications 208-3.04(A) and 707(A).

2.2 No measurement for payment shall be made for Special Backfill, which cost shall be included in price bid for other items.

3.0 DETOUR CONSTRUCTION

3.1 Detour shall be constructed in accordance with the plans. The 24" R.G.R.C. Pipes shall remain and not be removed when the detour is obliterated. The asphalt concrete base course shall be removed at close of construction. Other features of the detour construction shall remain.

3.2 No measurement for payment will be made for constructing the detour which will include providing the detour complete in place in accordance with the plans and specifications.

4.0 SURFACE DRAINAGE

The Contractor is alerted to the fact the construction site may be subjected to inundation from storm water.

The Contractor should take all necessary precautions to safeguard his operations during construction.

5.0 CONSTRUCTION SCHEDULE

A construction schedule showing in detail the sequence of construction shall be submitted to the Engineer for approval prior to construction.

6.0 MATERIALS FOR BRIDGE STRUCTURE

All materials furnished for the bridge structure shall be in accordance with specifications noted on the bridge plans. Structural concrete in the bridge deck shall be placed as per Section 502.3.12(C) Bridge Decks 50 ft. and Over, of Arizona Department of Transportation STANDARD SPECIFICATIONS.

PROPOSAL

CITY OF SCOTTSDALE, ARIZONA
Capital Improvements Engineering

PROPOSAL to the Manager of Capital Improvements Engineering of the City of Scottsdale. In compliance with the Advertisement for Bids, by the Manager of Capital Improvements Engineering, the undersigned Bidder:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Special Provisions.

Understands that any quantities stated or implied in the Specifications or elsewhere in the Contract Documents are approximate only. It is understood that the quantity required for each lump sum item indicated in the Proposal shall be furnished by the Contractor and no measurement of the quantity furnished will be made unless an alteration in the work is ordered. If an alteration in the work is ordered which increases or decreased the quantity of any bid item, the theoretical unit price, determined by dividing the lump sum bid price by the total estimated quantities as shown in this Proposal will be the unit price that will be the basis of an increase or decrease of payment.

Understands that his proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or surety bond for an amount not less than (10%) Ten Percent of the amount bid.

The Bidder agrees that upon receipt of Notice of Award, from the City of Scottsdale, he will execute the contract documents in accordance with the Specifications.

As time is an essential element of the contract, work shall be completed within 210 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment.

The Bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda.

The Bidder agrees to perform all the construction work prescribed in the Specifications and shown on the plans, for the following prices:

Item No.	Quantity & Unit	Description & Unit Price in Written Words	Unit Price	Total
1.	4,083 S.Y.	Subgrade Preparation the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
2.	4,083 S.Y.	12" A.B.C. the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
3.	4,083 S.Y.	1-3/4" A.C. Base Course C-3/4 the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
4.	4,083 S.Y.	3/4" A.C. Finish Course E-3/8 the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
5.	1,358 L.F.	Comb. C. & G., Phoenix Std. Det. 146 the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
6.	5,207 S.F.	Conc. Sidewalk, Phoenix Std. Det. 180 the sum of _____ Dollars _____ Cents	\$ _____	\$ _____

Item No.	Quantity & Unit	Description & Unit Price in Written Words	Unit Price	Total
7.	122 S.F.	D/W - Sim. to Phoenix Std. Det. 155 the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
8.	2 Each	S/W Scupper, Phoenix Std. Det. 177 the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
9.	96 L.F.	Furn. & Install 24" RGRCP C1. III the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
10.	3 Each	Adjust M.H. Cover to Grade the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
11.	1 Each	Adjust V.B. & Cover to Grade the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
12.	1 Each	Install Survey Monument, Phoenix Std. Det. 193 the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____

Item No.	Quantity & Unit	Description & Unit Price in Written Words	Unit Price	Total
13.	Lump Sum	Class "A" Concrete (1896 C.Y.) the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
14.	Lump Sum	Reinforcing Steel (327,657 lbs.) the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
15.	431.33 L.F.	A.D.O.T. St. H-2-1 Handrail the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
16.	Lump Sum	Channel Excavation the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
17.	Lump Sum	Provide Detour the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
18.	Lump Sum	Miscellaneous Removal & Other Items		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
TOTAL BID			\$ _____	

PROJECT No. B-7710

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

THIS PROPOSAL IS SUBMITTED BY _____, a corporation organized under the laws of the State _____, a partnership consisting of _____ or individual trading as _____ of the City of _____ and is the holder of Arizona State Contractor's License.

Classification _____ No. _____

Respectfully submitted,

FIRM _____

ADDRESS _____

TELEPHONE NO. _____

DATE _____

BY _____
Officer and Title (SEAL)

ATTEST:

Officer and Title

Witness: If Bidder is an Individual

NOTE: Your attention is invited to paragraphs 61 through 64 of Addendum One to General Conditions of the Economic Development Administration. The total amount of this grant is \$ 515,000.00 . Approximately 90% of the grant funds are available for Construction Costs. (1)

Please indicate the total amount of your bid that will be expended for all minority business enterprises that are listed on your list of Sub-contractors/Suppliers Form. Total amount \$ _____ . (2)

Percentage: Line (2) of Line (1) _____%

General Condition

MINORITY BUSINESS UTILIZATION COMMITMENT

A. The bidder agrees to expend at least \$51,500.00 *
of the contract if awarded for minority business enterprises. For purposes
of this commitment the term "minority business enterprise" means a business
at least 50 percent of which is owned by minority group members or, in case
of a publicly owned business, at least 51 percent of the stock of which is
owned by minority group members. For the purposes of the preceding sentence
"minority group members" are citizens of the United States who are Negroes,
Spanish-speaking, Orientals, American Indians, Eskimos and Aleuts. Minority
business enterprises may be employed as construction subcontractors or as
vendors or suppliers. The bidder must indicate the minority business
enterprises it intends to utilize in this document as follows:

<u>Name and Addresses of Minority Firms</u>	<u>Nature of Participation</u>	<u>Dollar Value of Participation</u>
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Total Bid Amount: _____ Total: _____

Percentage of Minority Enterprise Participation: _____ %

This requirement may be waived for cause upon application by the recipient
to the respective EDA Regional Office.

B. The bidder agrees to furnish implementation reports as required by EDA to
indicate the minority business enterprises which it has or intends to
utilize. The first report is due 5 days after notification to the lowest
bidder. The second report is due at 40% completion, prior to the second
Letter of Credit being issued. Breach of this commitment constitutes
breach of the bidder's contract, if awarded.

C. The undersigned hereby certifies that he or she has read the terms of this
commitment and is authorized to bind the bidder to the commitment herein
set forth.

Name of Authorized Officer

Date: _____

Signature of Authorized Officer

* To be filled in by the Grantee. If a single prime contract will be used for
construction of the project this amount will normally be at least 10% of the EDA
grant. If more than one prime contract will be used for construction of the
project, the amounts in this blank for all prime contracts will normally add
up to at least 10% of the EDA grant.

Rev. 9-13-76 by RMRO
per OPW memo 7-23-76
(1/31/77)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

CERTIFICATION BY PROPOSED BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

EDA 07-51-20174

Name of Prime Contractor _____

EDA Project No. _____

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

Prime Contractor _____

Subcontractor _____

Bidder's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract.

a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause Yes No

b. Compliance reports were required to be filed in connection with such contract or subcontract Yes No

c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964. Yes No

d. If answer to item c is "No," please explain in detail on reverse side of this certification.

2. Dollar amount of proposed subcontract \$ _____

3. Anticipated performance period _____

4. Expected total number of employees who will perform the proposed subcontract _____

5. Nonsegregated facilities.

a. Notice to Prospective Bidder of Requirement for Certification of Nonsegregated Facilities

(1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

b. Certification of Nonsegregated facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The subcontractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder Enter race or ethnic group in the appropriate box:

- Negro Spanish American Oriental American Indian Eskimo
 Aleut White (other than Spanish American)

7. The construction subcontractor certifies that he is not affiliated in any manner with the Grantee/Borrower of the federally assisted construction project.

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and title of signer

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
 _____, as Principal, and _____
 _____, as Surety, are held and firmly bound
 unto the City of Scottsdale in the penal sum of _____
 Dollars (\$ _____) lawful money of the United States of
 America, to be paid to the order of the City of Scottsdale, for which payment,
 well and truly to be made, we bind ourselves, our successors and assigns, signed
 with our seals and dated _____, 197 .

The conditions of the above obligation are such that whereas the City Council of
 the City of Scottsdale, on the _____ day of _____, 197 , did
 order the following works to be done, to wit:

PROJECT NO. B-7710, a bridge over the Interceptor Channel on Hayden Road,
including the approach roadways.

WHEREAS, _____, the principal herein in answer to
 the Notice Inviting Proposals or bids issued by the City of Scottsdale, put in
 its bid for the making of said improvements.

NOW THEREFORE, if the bid of _____, as
 aforesaid be accepted by the City Council of the City of Scottsdale, and
 _____ shall enter into a contract to
 make said improvements at the price specified in its bid, then this obligation to

(cont'd)

be void of no effect, otherwise to remain in full force and virtue.

PRINCIPAL (SEAL)

BY: _____

ATTEST:

SURETY (SEAL)

BY: _____

ATTORNEY IN FACT

AGENCY OF RECORD

AGENCY ADDRESS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 197 by and between _____

_____ of the City of _____, County of _____,

and State of _____, party of the first part hereinafter designated the CONTRACTOR, and the City of Scottsdale, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the second part, thereafter designated the OWNER.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Project No. B-7710, bridge over the Interceptor Channel on Hayden Road, including the approach roadway

and to completely and totally construct the same and install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council per Council Minutes of _____, 19____, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the proposal form.

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid and/or lump sum price on the Proposal made a part hereof, and to make such payment within forty (40) days after final inspection and acceptance of the work.

IN WITNESS WHEREOF, five(5) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal.

ATTEST:

(CONTRACTOR - PARTY OF THE FIRST PART)

WITNESS: IF CONTRACTOR IS INDIVIDUAL BY: _____
NAME AND TITLE
(CORPORATE SEAL)

CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION
(OWNER - PARTY OF THE SECOND PART)

ATTEST:

CITY CLERK BY: _____
MAYOR

RECOMMENDED FOR APPROVAL: APPROVED AS TO FORM:

MANAGER OF CAPITAL IMPROVEMENTS ENGINEERING CITY ATTORNEY
RECOMMENDED FOR APPROVAL:

DIRECTOR OF ENGINEERING SERVICES

CONTRACT BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the
Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal)
as Principal, and _____, a corporation organized
and existing under the law of the State of _____ with its principal
office in the City of _____, (hereinafter called
the Surety), as Surety, are held and firmly bound unto the City of _____
and the County of Maricopa. State of Arizona in the amount of _____

_____ Dollars (\$ _____), for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
City of _____, dated the _____ day of _____, 197____
for _____

which contract is hereby referred to and made a part hereof as fully and to the
same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform and fulfill all the undertakings, covenants,
terms, conditions and agreements of said contract during the original term of
said contract and any extension thereof, with or without notice to the Surety
and during the life of any guaranty required under the contract, and shall also
perform and fulfill all the undertakings, covenants, terms, conditions, and
agreements of any and all duly authorized modifications of said contract that
may hereafter be made, notice of which modifications to the Surety being hereby
waived; then the above obligation shall be void, otherwise to remain in full
force and effect.

PROJECT NO. B-7710

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands the _____ day of _____, 197

PRINCIPAL

BY

SURETY

(SEAL)

BY

AGENCY OF RECORD

AGENCY ADDRESS

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES

(Penalty of This Bond Must Be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as
Principal, and _____ a corporation organized and
existing under the laws of the State of _____, with its
principal office in the City of _____, (hereinafter
called the Surety), as Surety, are held and firmly bound unto the City of
_____, State of Arizona (hereinafter called the Obligee),
in the amount of _____

Dollars (\$ _____), for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
Obligee dated the _____ day of _____, 197 , for

which contract is hereby referred to and made a part hereof as fully and to
the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said
Principal shall promptly pay all moneys due to all persons supplying labor or
materials to him or his subcontractors in the prosecution of the work provided
for in said contract, then this obligation shall be void, otherwise to remain
in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of
Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities
on this bond shall be determined in accordance with the provisions of said Title,
Chapter and Article, to the extent as if it were copied at length herein.

PROJECT NO. B-7710

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands the _____ day of _____, 197

PRINCIPAL

BY _____

SURETY (SEAL)

BY _____

AGENCY OF RECORD

AGENCY ADDRESS

CITY OF SCOTTSDALE, ARIZONA

Certificate of Insurance

Project No.: B-7710 Project Title: Bridge over Interceptor Channel
on Hayden Road, including the approach roadways.

The _____
 certifies that the following insurance policies have been issued on behalf of:

Name of Insured: _____
 and the City of Scottsdale as an additional insured. Address of Insured: _____

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
1) Workmen's Compensation				Statutory
2) Contractor's Protective Bodily Injury				\$500,000 ea. Occurrence
2) Contractor's Protective Property Damage				\$100,000 ea. Accident \$100,000 Aggregate
3) Contractual Bodily Injury				\$500,000 Ea. Occurrence
4) Automobile Bodily Injury and Property Damage				\$500,000 Ea. Occurrence
5) When the project includes construction of a new, or modification of an existing building (in addition to the above types): Fire and Extended Coverage plus Vandalism and Malicious Mischief - For the Full amount of the contract.				

Policy No. Eff. Date Exp. Date

Policy No. Eff. Date Exp. Date

6) Umbrella Coverage

\$ _____

Policy Includes Coverage for:

- 1) a. Damage caused by blasting
- b. Damage caused by collapse or structural injury
- c. Damage to underground utilities
- 2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
- 3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to City of Scottsdale.

It is further agreed that:

- 1) These policies shall not expire until all work has been completed and the project has been accepted by the City of Scottsdale. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the City of Scottsdale not less than five days prior to expiration date.)

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

DATE: _____

COUNTERSIGNED BY: _____

Signature

PROJECT NO. B-7710

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

Project No. B-7710

To the City of Scottsdale, Arizona.

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by sub-contractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate; as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Scottsdale against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____,
19_____.

Contractor

By

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day
of _____, 19_____.

Notary Public

My Commission Expires _____

PROJECT NO. B-7710

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

_____, Arizona

Date _____

RE: Project No. B-7710

To The City of Scottsdale, Arizona

Gentlemen:

The final pay estimate of \$ _____, which represents total and complete payment under the terms of the contract, fully and completely reflects the actual quantities of work performed. Said final quantities were mutually measured and agreed upon by authorized representatives of the undersigned and the City of Scottsdale.

Signed and dated this _____ day of _____, 19_____.

By: _____

Title: _____

For: _____
Contractor

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day
of _____, 19_____.

Notary Public

My Commission Expires